

<i>SERFF Tracking Number:</i>	<i>EMCC-125508151</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>EMCASCO Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AR-CA-2008-03</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Filing at a Glance

Companies: EMCASCO Insurance Company, Employers Mutual Casualty Company

Product Name: Commercial Auto

SERFF Tr Num: EMCC-125508151 State: Arkansas

TOI: 20.0 Commercial Auto

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 20.0001 Business Auto

Co Tr Num: AR-CA-2008-03

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins, Brittany Yielding

Author: Jo Byers

Disposition Date: 03/04/2008

Date Submitted: 02/26/2008

Disposition Status: Approved

Effective Date Requested (New): 04/15/2008

Effective Date (New): 04/15/2008

Effective Date Requested (Renewal): 04/15/2008

Effective Date (Renewal):  
04/15/2008

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 03/04/2008

State Status Changed: 03/04/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

February 26, 2008

Commissioner of Insurance

Arkansas Insurance Department

1200 West Third St.

*SERFF Tracking Number:*      *EMCC-125508151*                      *State:*                      *Arkansas*  
*First Filing Company:*      *EMCASCO Insurance Company, ...*                      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *AR-CA-2008-03*  
*TOI:*                      *20.0 Commercial Auto*                      *Sub-TOI:*                      *20.0001 Business Auto*  
*Product Name:*                      *Commercial Auto*  
*Project Name/Number:*                      /  
Little Rock, AR 72201-1904

EMPLOYERS MUTUAL CASUALTY COMPANY – 062-21415

EMCASCO INSURANCE COMPANY – 062-21407

Commercial Auto

Form Revision

Company File # AR-CA-2008-03

Effective: April 15, 2008

The captioned companies are members of Insurance Services Office and ISO files the Commercial Auto program on our behalf. We are pleased to submit an independent form revision to be applicable to policies written on or after April 15, 2008.

We are introducing endorsement CA7401 (6-07) Limited Pollution Coverage – “Work Sites” which provides a sublimit for limited pollution coverage at a “work site”. A sublimit of \$25,000 for each pollution incident with a pollution liability aggregate limit of \$25,000 will be provided. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury”, or “property damage”, or “clean-up costs” because of “environmental damage” to which this insurance applies. Rating is refer to company. We have documented the corresponding rule filing under separate cover.

We supplement this filing with the \$50.00 filing fee (EFT), Property and Casualty Transmittal Document, and a final printed copy of our endorsement.

We respectfully request your approval of this filing, to be applicable to policies written on or after April 15, 2008. Thank you.

Jo L. Byers, Filings Analyst  
Rates and Filings Dept.  
(800) 247-2128 Ext. 2707  
jo.l.byers@emcins.com

SERFF Tracking Number:	EMCC-125508151	State:	Arkansas
First Filing Company:	EMCASCO Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	AR-CA-2008-03		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0001 Business Auto
Product Name:	Commercial Auto		
Project Name/Number:	/		

## Company and Contact

### Filing Contact Information

Jo Byers, Filings Analyst	Jo.L.Byers@EMCIns.com
PO Box 712	(800) 247-2128 [Phone]
Des Moines, IA 50306-0712	(515) 345-2223[FAX]

### Filing Company Information

EMCASCO Insurance Company	CoCode: 21407	State of Domicile: Iowa
717 Mulberry Street	Group Code: 62	Company Type: P & C
Des Moines, IA 50309	Group Name:	State ID Number:
(800) 247-2128 ext. [Phone]	FEIN Number: 42-6070764	

Employers Mutual Casualty Company	CoCode: 21415	State of Domicile: Iowa
717 Mulberry Street	Group Code: 62	Company Type: P & C
Des Moines, IA 50309	Group Name:	State ID Number:
(800) 247-2128 ext. [Phone]	FEIN Number: 42-0234980	

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
EMCASCO Insurance Company	\$0.00	02/26/2008	
Employers Mutual Casualty Company	\$50.00	02/26/2008	18156352

<i>SERFF Tracking Number:</i>	<i>EMCC-125508151</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>AR-CA-2008-03</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	03/04/2008	03/04/2008

SERFF Tracking Number:	EMCC-125508151	State:	Arkansas
First Filing Company:	EMCASCO Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	AR-CA-2008-03		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0001 Business Auto
Product Name:	Commercial Auto		
Project Name/Number:	/		

## Disposition

Disposition Date: 03/04/2008

Effective Date (New): 04/15/2008

Effective Date (Renewal): 04/15/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

<i>SERFF Tracking Number:</i>	<i>EMCC-125508151</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>/</i>		

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	Limited Pollution Coverage - "Work Sites"	Approved	Yes

SERFF Tracking Number:	EMCC-125508151	State:	Arkansas
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TOI:	20.0 Commercial Auto	Sub-TOI:	20.0001 Business Auto
Product Name:	Commercial Auto		
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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Limited Pollution Coverage - "Work Sites"	CA7401	6-07	Endorsement/Amendment/Conditions	New	0.00	CA7401_200706.pdf

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITED POLLUTION COVERAGE – “WORK SITES”**

This endorsement modifies insurance provided under the following:

### **GARAGE COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Part apply unless modified by this endorsement.

#### **SCHEDULE OF LIMITS OF INSURANCE\***

Each Pollution Incident Limit	\$ 25,000
Pollution Liability Aggregate Limit	\$ 25,000
Property Damage Deductible	\$ 1,000
Premium	\$ _____
*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.	

**A. SECTION II – LIABILITY COVERAGE** is amended to include the following:

### **LIMITED POLLUTION COVERAGE – “WORK SITES”**

#### **1. Coverage**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury,” or “property damage” or “clean-up costs” because of “environmental damage” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. We may, at our discretion, investigate any “pollution incident” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages and “clean-up costs” is limited as described in **Section C – Limit of Insurance** of this endorsement; and
- (2) Our right and duty to defend end when we have used up the Pollution Liability Aggregate Limit in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **4. Coverage Extensions a. Supplementary Payments** of this endorsement.

- b. This insurance applies to “bodily injury,” “property damage” or “clean-up costs” because of “environmental damage,” but only if the “bodily injury,” “property damage” or “environmental damage” is caused by a “pollution incident”:
  - (1) at or from a “work site” within the “coverage territory”;

- (2) which first commences during the policy period;
- (3) which ceases within 72 hours after it commences; and
- (4) is reported to us within 30 days of its commencement.

This reporting provision is in addition to the notification requirements set out in **SECTION V – GARAGE CONDITIONS**.

- c. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury.”

#### **2. Exclusions**

The insurance provided by this endorsement does not apply to:

- a. “Bodily injury,” “property damage” or “environmental damage” expected or intended from the standpoint of the insured.
- b. “Bodily injury,” “property damage” or “environmental damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- c. “Property damage” or “environmental damage” at or from:
  - (1) a “waste facility”;
  - (2) property or premises you own, rent, or occupy;
  - (3) premises you sell, give away or abandon, if the “property damage”



arises out of any part of those premises;

- (4) property loaned to you; or
- (5) personal property in your care, custody, or control.
- d. "Clean-up costs" or any other expense incurred by you or others to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize "pollutants" at or from:
  - (1) a "waste facility"; or
  - (2) premises you own, rent or occupy;or to any recovery claimed for such cost or expense.
- e. "Bodily injury," "property damage" or "environmental damage" included within the "products-completed operations hazard."
- f. "Bodily injury," "property damage" or "environmental damage" arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 to the Clean Water Act of 1977, or any deepwater port as defined in the Deepwater Port Act of 1974 as amended or as either Act may be amended.
- g. "Bodily injury," "property damage" or "environmental damage" arising out of a "pollution incident" from a "work site" or any part of a "work site" that is, or was at any time, used by you for the storage, disposal, processing or treatment of waste materials.
- h. "Bodily injury," "property damage" or "environmental damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto," rolling stock or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."
- i. "Bodily injury," "property damage" or "environmental damage" arising out of the emission, discharge, release or escape of drilling fluid, oil, gas, or other fluids from any oil, gas, mineral, water or geothermal well.
- j. "Bodily injury," "property damage" or "environmental damage" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:
  - (1) the insured; or
  - (2) you or any of your members, partners or "executive officers."

k. "Bodily injury," "property damage" or "environmental damage" arising out of:

- (1) the transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) the use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunt activity; or
- (3) the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them.
- l. Any loss, cost or expense arising out of any request, demand or order by a governmental authority that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of "pollutants" at any site which is included or proposed for inclusion on a governmental authority's clean-up priority list.
- m. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- n. "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

**B. Supplementary Payments under 4. Coverage Extensions** are replaced by the following, for purposes of this endorsement only:

- 1. We will pay with respect to any claim we investigate or settle, or any "suit" against an insured we defend, and to which insurance provided under this endorsement applies.
  - a. All expenses we incur.
  - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss or earnings up to \$250 a day because of time off from work.
  - d. All costs taxed against the insured in the "suit."

- e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

**C. Limit of Insurance** is deleted in its entirety and replaced with the following for purposes of this endorsement only:

1. Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits," our liability under this endorsement is limited as follows:
  - a. The Each Pollution Incident Limit shown in the Schedule of Limits of Insurance of this endorsement is the most we will pay for all damages and "clean-up costs" arising out of any one discharge, dispersal, seepage, migration, release, or escape of "pollutants" under this endorsement.
  - b. The Pollution Liability Aggregate Limit shown in the Schedule of Limits of Insurance of this endorsement is the most we will pay for the aggregate of all damages covered under this endorsement.
2. The Limits of Insurance for coverages available within the Commercial General Liability Coverage Part that is part of this policy will be reduced by any damages paid on your behalf under this endorsement.
3. Property Damage Deductible
  - a. Our obligation under this endorsement to pay damages for "property damage" or "clean-up costs" because of "environmental damage" on your behalf applies only to the amount of damages or "clean-up costs" in excess of any deductible amount stated in this endorsement as applicable to the Each Pollution Incident Limit. Neither the Each Pollution Incident Limit nor the Pollution Liability Aggregate Limit will be reduced by the application of such deductible amount.
  - b. The terms of this insurance, including those with respect to:
    - (1) our right and duty to defend any "suits" seeking those damages; and
    - (2) your duties in the event of a "pollution incident," claim or "suit";
 apply irrespective of the application of the deductible amount.

- c. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us of such part of the deductible amount as has been paid by us.

**D. ADDITIONAL DEFINITIONS**

The following definitions are added to **SECTION VI – DEFINITIONS** – for purposes of this endorsement only:

"Clean-up costs" means expenses for, and includes any costs for testing performed in connection with, the removal, remediation, neutralization or disposal of "pollutants."

"Environmental damage" means the injurious presence in or upon land, the atmosphere, or any water course or body of water of "pollutants" which results directly from any physical injury to tangible property.

"Pollution incident" means the actual emission, discharge, release, or escape of "pollutants" from a "work site" provided that such emission, discharge, release, or escape results in "bodily injury," "property damage" or "environmental damage." The entirety of any such emission, discharge, release, or escape will be deemed to be one "pollution incident."

"Waste facility" means any site to which waste from the operations or a "work site" is consigned for delivery or delivered for storage, disposal, processing or treatment.

"Work site" means any premises, site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by you, any contractor or subcontractor. "Work site" does not include any premises, site or location which currently is or was at any time owned or occupied by or rented or loaned to you.

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<i>Company Tracking Number:</i>	<i>AR-CA-2008-03</i>		
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<i>Product Name:</i>	<i>Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## **Rate Information**

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>EMCC-125508151</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>EMCASCO Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
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<i>Product Name:</i>	<i>Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document- Property & Casualty	<b>Review Status:</b>	Approved	03/04/2008
<b>Comments:</b>				
<b>Attachment:</b>				
pctd.pdf				

**Property & Casualty Transmittal Document**

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	EMC Insurance Companies			<b>Group NAIC #</b>	062
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>		
Employers Mutual Casualty Company	IA	21415	42-0234980		
EMCASCO Insurance Company	IA	21407	42-6070764		

<b>5. Company Tracking Number</b>	AR-CA-2008-03
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Jo L. Byers P.O. Box 712 Des Moines, IA 50306-0712	Filings Analyst	800-247-2128 ext. 2707	515-345-2223	Jo.L.Byers@EMCIns.com
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b> Jo L. Byers				

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	Commercial Auto
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	Commercial Auto
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title (Marketing title)</b>	Commercial Auto
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: 4/15/08   Renewal: 4/15/08

**Property & Casualty Transmittal Document---**

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	2/26/08
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	AR-CA-2008-03
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21.	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We are introducing endorsement CA7401 (6-07) Limited Pollution Coverage – “Work Sites” which provides a sublimit for limited pollution coverage at a “work site”. A sublimit of \$25,000 for each pollution incident with a pollution liability aggregate limit of \$25,000 will be provided. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury”, or “property damage”, or “clean-up costs” because of “environmental damage” to which this insurance applies. Rating is refer to company. We have documented the corresponding rule filing under separate cover.

22.	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: EFT Amount: 50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		AR-CA-2008-03		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Limited Pollution Coverage - "Work Sites"	CA7401 (6-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		